

RECOGNITION AND PROCEDURAL AGREEMENT

between



WITS
UNIVERSITY

THE UNIVERSITY OF THE WITWATERSRAND, JOHANNESBURG
(‘the University’)

and



ACADEMIC STAFF ASSOCIATION OF WITS UNIVERSITY
(‘ASAWU’)

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1. DEFINITIONS

- 1.1. **Academic bargaining unit** means all employees employed in peromnes grades AC05 to ACO9 drawn from the full-time continuous, full-time fixed period, part-time continuous, and part-time fixed period academic employees employed on the University's main payroll and who work for more than 50 percent of their time employment with the University;
- 1.2. **Academic Employees** means all employees employed in peromnes grades AC05 to AC09 employed on academic employment contracts outlining rights, duties and obligations of employment as set out in the conditions of service for academic staff whether full-time continuous, full-time fixed period, part-time continuous, or part-time fixed period and employed on the University's main payroll.
- 1.3. **Consult** means good faith engagement with a serious intention to understand a person's or parties' positions, interests and concerns with a view to taking them into account in decision making
- 1.4. **Employee** means any full-time continuous employee, full-time fixed period employee, part-time continuous employee or part-time fixed period employee employed by the University on its main payroll for more than 50% of their employment time;
- 1.5. **Full-time continuous employee** means an employee employed on a full-time continuous employment contract
- 1.6. **Full-time fixed period employees** means an employee employed on a full-time fixed period employment contract
- 1.7. **Information sharing** means furnishing a person or a party with general information without consultation or negotiation
- 1.8. **LRA** means the Labour Relations Act No. 26 of 1995 as amended
- 1.9. **Members** means a paid-up member of the Union
- 1.10. **Negotiate** means good faith engagement with a serious intention to understand a person's or parties' positions, interests and concerns with a view to reaching consensus but if,

- upon exhaustion of the negotiation, no consensus is reached any person or party may declare a dispute and invoke the dispute procedure
- 1.11. **Office bearer** means a person who holds office in a trade union or federation of trade unions and who is not an official
- 1.12. **Official** means a person employed as the secretary, assistant secretary or organiser of a trade union or in any other prescribed capacity, whether or not that person is employed in a full time capacity
- 1.13. **Part-time continuous employees** means an employee employed on a part-time continuous employment contract
- 1.14. **Part-time fixed period employees** means an employee employed on a part-time fixed period employment contract
- 1.15. **Professional and Support Employees bargaining unit** means all employees employed in peromnes grades AD5 to AD17 drawn from all full-time continuous, full-time fixed period, part-time continuous, and part-time fixed period professional and support employees employed on the University's main payroll and who work for more than 50 percent of their employment time with the University
- 1.16. **Union** means the Academic Staff Association of Wits University
- 1.17. **Union representative** means a Union representative elected or appointed by the Union in terms of its Constitution
- 1.18. **University** means the University of the Witwatersrand, Johannesburg

2. OBJECTIVES OF THE AGREEMENT

- 2.1 The objective of this Agreement is to regulate the relationship between the University and the Union and, in so doing, strive to establish an effective and co-operative working relationship between the parties. In achieving this objective, parties commit to the following:
- 2.2 the sustainable growth and viability of the University
- 2.3 to ensure the spirit of mutual respect prevails in order to promote the best

interests of both parties and all persons represented by them; and

- 2.4 to foster a common goal of peace and stability, and work towards the betterment of the working environment.

3. GUIDING PRINCIPLES

- 3.1 This agreement is subject to the Labour Relations Act, No. 26 of 95, as amended.
- 3.2 In the event of there being a conflict between the provisions of this agreement and the Act, the latter shall prevail.

4. RECOGNITION

- 4.1 The University recognises the Union subject to the conditions set out in this Agreement and in the LRA. This Agreement shall be regulated in terms of all applicable legislation. The Union shall, subject to the conditions set out in this Agreement be entitled to the organisational rights set out in paragraphs 7 to 15 below in respect of all Academic Employees employed by the University that are its Members.
- 4.2 The Unions shall, subject to the conditions set out in this Agreement, be entitled to the collective bargaining rights set out in paragraphs 16 to 18 below.

5. SUSPENSION

- 5.1 The University may suspend the application of the provisions of paragraphs 7 to 15 and/or paragraphs 16 to 18 in the event that the Union's membership falls below the thresholds referred to in this Agreement and the Union fails to acquire the required membership threshold within 120 (one hundred and twenty) days of receipt of written notification from the University to acquire such a membership threshold.

6. THRESHOLD FOR ORGANISATIONAL RIGHTS

- 6.1 The Union shall only be entitled to the organisational rights set out in paragraphs

7 to 15 below if it remains registered in terms of the LRA and represents at the execution of this agreement 30 (thirty) percent plus 1 of all Academic Employees as defined in clause 1.2 of this Agreement.

6.2 For the purposes of determining representation in terms of paragraph 6.1 the University shall on a monthly basis provide the Union with Union density statistics reflecting the total number of Academic Employees, as well as the total number of Members of the Union in respect of whom trade union subscriptions are being deducted.

6.3 In the event of a dispute, the dispute resolution mechanism/Procedure as agreed by the parties shall be invoked as per **Annexure A**.

7. DEDUCTION OF UNION SUBSCRIPTIONS

7.1 The University shall deduct the current Union subscription from the salary of a Union Member and remit the total amount deducted in respect of the Union to that Union by no later than the 15th day of the following month, together with a schedule of the names of the members from whom subscriptions have been deducted, provided that:

7.1.1. the Union has furnished a signed authorisation by the Union Member to the University to make such deduction as well as any increase to the deduction notified to the University by the Union in writing; and

7.1.2. the Union Member has not revoked such authorisation in writing and in such event the University has furnished the Union with a copy of such revocation; and

7.1.3. the Union notifies the University in writing of any increase in its membership fee in which event the University shall increase the deduction within 30 (thirty) days of such notification.

8. ACCESS

8.1 The University shall grant any office bearer or official of a recognised Union

access to the University's premises in order to recruit members or communicate with Members or otherwise serve Members' interests in accordance with the LRA.

- 8.2 A recognised Union is entitled to hold meetings with employees outside the core working hours of the University namely 07h30 to 17h00 or during an employees' lunch break at the University's premises.
- 8.3 It is recognised that meetings may take place when Union Members are available for meetings and subject to operational needs.
- 8.4 The members of a recognised Union are entitled to vote at the University's premises in any election or ballot contemplated in the Union's constitution.
- 8.5 The rights conferred in this paragraph are subject to the relevant provisions of the LRA as amended.
- 8.6 Notwithstanding the provisions in this clause 8 any of the parties may inform the other, with due notice, of their requirements in terms of access and the scheduling of extraordinary meetings.

9. FACILITIES

- 9.1 The University shall provide the Union with reasonable office facilities which shall include:
 - 9.1.1 telephone access, provided the Unions shall pay the telephone rental and call fees that exceed R200 per month per Union;
 - 9.1.2 a LAN connection with technical connectivity and technical support; and
 - 9.1.3 office furniture.
- 9.2 The Union shall be responsible for all other office equipment and its own staff, should it seek to employ staff.

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10. NOTICE BOARDS & OTHER MEDIA

Subject to the University's standard notice board procedures as amended from time to time, ASAWU shall be entitled to make use of University notice boards for legitimate trade union purposes.

11. REPRESENTATION IN GRIEVANCE AND DISCIPLINE

A Union representative shall be entitled, at the request of an employee at the University to assist and represent the employee in the University's grievance and disciplinary procedures as amended from time to time and in accordance with the LRA as amended from time to time.

12. MONITORING OF COMPLIANCE

12.1 A Union representative shall be entitled to monitor the University's compliance with workplace related provisions of the LRA, any law regulating terms and conditions of employment and any collective agreement binding on the University.

12.2 A Union representative shall be entitled to report any alleged contravention of a workplace related provision of the LRA, any law regulating terms and conditions of employment and any collective agreement binding on the University to any responsible authority who for purposes of this Agreement shall be internal (the Vice-Chancellor or their nominee) or external to the University (any responsible authority or agency recognised in terms of South African law)

13. TIME OFF

13.1 Subject to the conditions set out in this Agreement a Union representative shall be entitled to take time off with pay during working hours:

13.1.1 to perform the functions of a Union representative specified in this Agreement; and

13.1.2 to be trained in any subject relevant to the performance of the functions of a Union representative,

- 13.2 Any employee who intends to take such time off shall give their line manager three (3) working days' notice of the requested time-off and shall complete the on-line record on the University's Oracle system.

14. LEAVE FOR TRADE UNION ACTIVITIES

- 14.1 Any employee who is an office bearer of the Union is entitled to take reasonable leave during working hours for the purpose of performing the functions of that office.
- 14.2 The maximum number of days leave allocated to the Union for this purpose shall be 30 (thirty) days per annum with the proviso that it be implemented on a "pool basis" and equitably managed by the Union.
- 14.3 Such leave shall be subject to the employee wishing to take leave giving their line manager at least 3 (three) working days' notice of such leave and to the University's reasonable operational requirements.
- 14.4 Any employee who requests such leave shall apply for the leave on the on-line Oracle leave system.

15. NUMBER, ELECTION AND APPOINTMENT OF REPRESENTATIVES

- 15.1 The Union shall be entitled to have the number of Union representatives that the LRA prescribes.
- 15.2 The election of Union representatives shall take place in accordance with the Union's constitution and with the minimum disruption to the University's operations.
- 15.3 Within 7 (seven) days of an election the Union must notify the University in writing of the names of the Union representatives elected.

16. RECOGNITION FOR THE PURPOSES OF COLLECTIVE BARGAINING

- 16.1 Subject to clause 16.3 below, the University recognises ASAWU as the sole and exclusive bargaining agent of all employees employed in the Academic


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Bargaining Unit for so long as it remains representative of 30 percent plus 1 of all academic employees.

- 16.2 In the event of ASAWU becoming representative of less than 30 percent plus 1 of all Academic Employees or not the most representative Union of all employees employed in the Academic Bargaining Unit, then the University may suspend recognition of ASAWU as sole and exclusive bargaining agent of all employees in the Academic Bargaining Unit if ASAWU fails to acquire the required representativeness within 120 (one hundred and twenty) days of receipt of written notification to acquire the necessary representativeness from the University.
- 16.3 The University may grant collective bargaining agent status to any other union that meets the threshold set out in clause 16.1 above. In the event of the Union losing its status as collective bargaining agent, the University may grant collective bargaining agent status to any other union or unions, provided such union or unions jointly or severally are sufficiently representative.
- 16.4 The University agrees to negotiate on salaries and conditions of service with the collective bargaining agent or agents in each bargaining unit and the Union bargaining agent or agent in each bargaining unit agrees to negotiate with the University on salaries and conditions of service.
- 16.5 The parties shall meet at times to be agreed to negotiate on salaries and conditions of service. Depending on the nature of such meetings they may either be joint, or separate meetings between the University and the representatives of both bargaining units or separate meetings between the University and the representatives of each of the bargaining units separately. If there is no agreement on a joint meeting the parties shall meet separately.

17. DISCLOSURE OF INFORMATION

The parties agree to disclose to each other all relevant information that will allow them to negotiate effectively and to perform their duties in accordance with Section 16 of the LRA.

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18. CONSULTATION

The parties agree to consult with one another on all matters of mutual interest other than salaries and conditions of service in the University's Joint Staff Working Group ("JSWG") as the University's recognised consultation forum in accordance with the JSWG's constitution which is annexed as **Annexure B**.

19. DISPUTE PROCEDURE

The parties agree to the dispute procedure annexed marked **Annexure A**.

20. STRIKES AND LOCKOUTS

20.1 The parties agree to the strike and lockout procedures prescribed by the LRA.

20.2 The parties agree to the picketing rules annexed marked "**Annexure C**".

21. DURATION

21.1 The Agreement shall be in force for a period of three years from date of signature with the proviso that it may be terminated upon 3 (three) months written notice by any one party to the other.

21.2 The Agreement may be extended for a further period of 3 (three) years by written agreement between the Parties.

Signed on behalf of the University:

Fleming

Name:

BETINA FLEMING

Designation:

DIRECTOR: EMPLOYEE RELATIONS

Date:

27 JULY 2023

Place:

JOHANNESBURG

Witness:

[Signature]

Signed on behalf of ASAWU:

[Signature]

Name:

DR PRECIOUS BIYELA

Designation:

PRESIDENT

Date:

27 JULY 2023

Place:

WITS UNIVERSITY

Witness:

[Signature]

DISPUTE RESOLUTION PROCEDURE**1. INTERNAL DISPUTE RESOLUTION**

- 1.1 In the event of a dispute arising between the parties, including in respect of the interpretation or application of the Recognition Agreement, ASAWU and the relevant SET member responsible for Human Resources will meet to resolve the dispute. This meeting must take place within 10 (ten) working days of the Deputy Vice-Chancellor being informed of the dispute, by ASAWU, in writing.
- 1.2 Should the parties fail to reach agreement on the matter referred for resolution within a period of 7 (seven) working days from the date of the meeting described above, ASAWU may escalate the matter to the Vice-Chancellor in an attempt to resolve the dispute. Such escalation must be made within 14 (fourteen) working days of the matter being confirmed as unresolved by either ASAWU or the Deputy Vice-Chancellor.
- 1.3 In the event that the parties are unable to resolve the dispute within the prescribed periods, ASAWU shall be entitled to pursue external legal remedies as prescribed by the Labour Relations Act, as amended ("the LRA").

2. REFERRAL OF DISPUTE TO THE CCMA OR LABOUR COURT

- 2.1 In the event of a dispute arising between the Parties, including in respect of the interpretation or application of the Recognition Agreement, and the Parties are unable to resolve this dispute in terms of clause 1 above, either Party may refer such dispute to the Commission for Conciliation, Mediation, and Arbitration ("the CCMA") or the Labour Court as appropriate for determination.
- 2.2 The parties are required to attempt to resolve the dispute through conciliation and, if the dispute remains unresolved, to resolve it through arbitration under the auspices of the CCMA.
- 2.3 The powers and functions of the CCMA in determining any dispute referred to it shall be as prescribed in the Act and/or the CCMA Rules.
- 2.4 The powers and functions of the Labour Court in determining any dispute referred to it shall be as prescribed in the Act and/or the Labour Court Rules.

3. PRIVATE DISPUTE RESOLUTION

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ANNEXURE A

- 3.1 The Parties may, by agreement, elect to resolve any dispute through private mediation and if the matter remains unresolved, private arbitration.
- 3.2 Should the matter proceed to private mediation by agreement between the parties, the University will pay the costs of the mediator.
- 3.3 Should the matter proceed to private arbitration by agreement between the parties, the University will pay the costs of the arbitrator.


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CONSTITUTION OF THE JOINT STAFF WORKING GROUP



WITS
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1. PARTIES

1.1. The University's Joint Staff Working Group is constituted as follows:

1.1.1. The University of the Witwatersrand, Johannesburg represented by:

1.1.1.1. The Senior Director: Human Resources;

1.1.1.2. The Remuneration and Benefits Office;

1.1.1.3. Employee Relations;

1.1.1.4. The Human Resources Development Unit (in attendance);

1.1.1.5. The Transformation and Employment Equity Office (in attendance);

and

1.1.1.6. Human Resources Managers from the Central HR division, the Library,
and each of the Faculties (in attendance).

1.1.2. The Academic Staff Association of Wits University ("ASAWU"); and

1.1.3. The National Education, Health, and Allied Workers' ("NEHAWU") Union.

1.2. ASAWU and NEHAWU shall remain members of the JSWG for so long as they each hold valid recognition agreements which entitle them to membership of the JSWG.

1.3. Any union which gains recognition at the University after the date of this Constitution coming into effect, shall become a party to JSWG on signature of a valid recognition and procedural agreement.

2. PREAMBLE

2.1. The purpose of this Constitution is to regulate the relationship between the University and organized labour as it relates to the work of the JSWG.

2.2. The aim of the JSWG is to give effect to its remit, and to develop and foster good relations between the University and organized labour.

2.3. The parties commit themselves to uphold the principles of mutual respect and cooperation as well as the principles of openness, transparency and accountability.

3. REMIT OF THE JSWG

The remit of the JSWG, as approved by the University's Human Resources Committee, is to:-

- 3.1. act as a policy consultative forum for policies that impact the conditions of service of all employees;
- 3.2. consider matters affecting "day to day work" at the University and make recommendations to appropriate governance structures for consideration;
- 3.3. Engage on matters of mutual interest such as skills development, transformation, employment equity, and social justice and make recommendations to appropriate governance structures;
- 3.4. Consult in accordance with Annexure A; and
- 3.5. make recommendations to the University's Bargaining Forum to handle in terms of the Bargaining Forum's terms of reference.

4. DEFINITIONS

- 4.1. Any expression used herein which is defined in the Labour Relations Act, No 66 of 1995 as amended, shall have the same meaning as in the Act, unless the contrary appears in the definitions hereunder.
- 4.2. If a word is not defined herein, it shall have the meaning assigned to it in the Act.

4.3. Defined Terms

- 4.3.1. "Act" or "the LRA" means the Labour Relations Act, Act No 66 of 1995, as amended;
- 4.3.2. "Alternate" means a Union Member who is elected in terms of the Union's Constitution to represent employees who are members of the Union, when the elected Union Representative is sick, on leave or rostered to work and therefore unavailable to represent Union Members;

- 4.3.3. **"University Representative"** means an employee appointed by the University to attend to matters involving organized labour from time to time;
- 4.3.4. **"Collective agreement"** means an agreement concluded between the University and a union as contemplated by the Act.
- 4.3.5. **"Employee"** means an employee of the University;
- 4.3.6. **"Joint Staff Working Group"** or **"JSWG"** means the Joint Staff Working Group established between the parties and mandated by the Human Resources Committee;
- 4.3.7. **"Management"** means the management members of the University in the respective occupational categories. and who are collectively responsible for the planning, management, direction and administration of the affairs of the University;
- 4.3.8. **"Parties"** means the University and the unions;
- 4.3.9. **"Observer"** means an alternate representative of any of the Parties that may be part of meetings but not permitted to participate in discussions;
- 4.3.10. **"Union"** means either ASAWU or NEHAWU as the case may be;
- 4.3.11. **"Union Member"** means any University employee who has chosen to join the Union in terms of that union's constitution and contributes a monthly membership fee to the Union. For the purposes of an employee being accepted by the University as being a member of a specific union, such employee must -
- 4.3.11.1. have a signed stop order form for that specific union;
- 4.3.11.2. the union must have submitted the stop order form to the University for verification; and
- 4.3.11.3. the stop order must have been accepted and submitted to the University for the deduction of union subscription fees from the employee.

4.3.12. "**Union Representative**" means a union member elected in terms of that union's constitution to represent its members at the University;

4.3.13. "**University**" means the University of the Witwatersrand. Johannesburg;

4.3.14. "**Workplace**" means any premises occupied by the University or where the University conducts its business.

4.4. In this Constitution -

4.4.1. clause headings and the heading of the Constitution are for convenience and are not to be used in its interpretation;

4.4.2. an expression which denotes -

4.4.2.1. any gender includes the other genders;

4.4.2.2. a natural person includes a juristic person and vice versa;

4.4.2.3. the singular includes the plural and vice versa;

4.4.3. A Party includes a reference to that Party's successors in title and assigns allowed at law;

4.4.4. Reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses;

4.4.5. Any reference in this Constitution to -

4.4.5.1. "**business hours**" shall be construed as being the hours between 08h00 and 17h00 or on any business day. Any reference to time shall be based upon South African Standard Time;

4.4.5.2. "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;

4.4.5.3. "**laws**" means all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial,

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departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with, requirements of, or instructions by any Governmental Body; and the common law, and "law" shall have a similar meaning.

- 4.4.6. Words and expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout this Constitution.
- 4.4.7. Unless otherwise provided, defined terms appearing in this Constitution in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 4.4.8. A reference to any statutory enactment shall be construed as being that enactment as at the signature date and as amended or substituted from time.
- 4.4.9. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.
- 4.4.10. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

5. TERMINATION

- 5.1. The membership of a trade union to the JSWG will be terminated under the following circumstances:
 - 5.1.1. If the trade union notifies the JSWG of its intention to terminate its membership;
 - 5.1.2. If the trade union is dissolved or wound up in terms of its constitution;
 - 5.1.3. If the union is deregistered by the Department of Labour Registrar; and/or

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- 5.1.4. If the recognition agreement is terminated in terms of the Recognition and Procedural agreement or the recognition agreement lapses by the effluxion of time.

6. CHAIRPERSON OF THE JOINT STAFF WORKING GROUP

- 6.1. The Chairperson of the JSWG shall be the Senior Director: Human Resources.
- 6.2. The Chairperson will chair all meetings of the JSWG, provided that in their absence, they may nominate any member of the JSWG to chair the meeting.

7. THE POWERS AND FUNCTIONS OF THE CHAIRPERSON

The Chairperson will: -

- 7.1. Convene all meetings of the JSWG through the Employee Relations Office;
- 7.2. Preside over and conduct all meetings of the JSWG according to normal meeting procedures;
- 7.3. Promote the compliance by all the parties to this Constitution;
- 7.4. Facilitate the effective functioning of the JSWG and implementation of procedures set out in this Constitution;
- 7.5. Facilitate consultations and discussions at the JSWG and promote consensus between the parties and the conclusion of collective agreements between the parties to the JSWG where relevant; and
- 7.6. Sign the minutes of meetings after approval thereof by the JSWG;

8. THE SECRETARIAT OF THE JOINT STAFF WORKING GROUP

- 8.1. The secretariat of the JSWG will be in the office of Employee Relations.
- 8.2. The functions of the secretariat will be to:
- 8.2.1. Coordinate, schedule and administer the meetings of the JSWG;
- 8.2.2. Distribute and disseminate all information relevant to the activities of the JSWG including but not limited to agendas and minutes of meetings;

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- 8.2.3. Give notice of meetings of the JSWG on the instructions of the Chairperson or at the request of any party to the JSWG.
- 8.2.4. Receive agenda items from the parties to the JSWG to be distributed five (5) working days before the meeting. The agenda closes within seven (7) days before its distribution.
- 8.2.5. Ensure the taking of minutes where relevant; and
- 8.2.6. provide administrative and liaison support to the Chairperson of the JSWG.

9. APPOINTMENT OF REPRESENTATIVES AND ALTERNATIVES

- 9.1. The University may be represented by a maximum of three (3) Representatives but may co-opt staff from Faculties and operational units to the JSWG from time to time;
- 9.2. Each trade union admitted to the JSWG will have a maximum of three (3) representatives per union.
- 9.3. A quorum shall be formed when more than half of Management's representatives as well as more than half of each union's representatives is present.
- 9.4. The parties to the JSWG must submit a list of the names of their representatives plus the names of two (2) alternatives, which lists of names of the representatives and the alternatives must reach the JSWG secretariat within twenty (20) working days of adopting this Constitution. Alternates will be allowed to attend all meetings of the JSWG as Observers.
- 9.5. If a representative vacates their seat for whatever reason, they will be substituted by an alternative, provided that if an alternative is not available, the affected party will be given an opportunity to submit another list of names within fifteen (15) working days from the date of the vacancy.
- 9.6. A party may at any time withdraw any of its representatives or alternates by giving at least fifteen (15) working days written notice to the JSWG.

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10. MEETINGS OF THE JOINT STAFF WORKING GROUP

- 10.1. The JSWG will meet every alternative month subject to clause 10.2.
- 10.2. Any party to the JSWG may request the Chairperson, in writing, to convene a meeting within a period of ten working (10) days for any urgent matter/s arising between scheduled meetings.
- 10.3. In the event of a meeting of the JSWG not having a quorum, the Chairperson may call another meeting within seven (7) working days (excluding the same and next working day). Such a meeting will be deemed to form a quorum irrespective of the number of members who attend the meeting.
- 10.4. All collective agreements concluded through the JSWG must be in writing and signed by the parties to the agreement.

11. SALARY NEGOTIATIONS

- 11.1. Salary negotiations will be conducted annually by the Bargaining Forum and will commence by no later than November of the year preceding that in which negotiated salary increases will take effect.
- 11.2. Management will inform organized labour of the formal commencement of salary negotiation by way of written notice.
- 11.3. Organised labour will submit substantive demands on behalf of their respective members within ten (10) working days of the formal commencement of salary negotiations.
- 11.4. The negotiation process will resume within 10 days of the receipt of the substantive demands by Management unless the Parties agree otherwise.

12. WORKING GROUPS

- 12.1. The JSWG may from time to time establish working groups with a specific mandate and deadlines. Members of such working groups should have sound knowledge, skills and

expertise on matters of academic and non-academic interest in order to give effect to the remit of the relevant working group.

12.2. The Chairperson of a working group will be a University Representative and will be appointed by the University when the working group is established.

12.3. The Chairperson of the working group will, apart from being a participating representative of the University, also have the following duties:

12.3.1. To manage meetings of the working group;

12.3.2. To ensure that regular meetings of the working group are scheduled and due notice given to the representatives of the working group;

12.3.3. To ensure that agendas, minutes and reports are compiled and distributed timeously to all members of the working group; and

12.3.4. To ensure that the terms of reference and time frames agreed to are complied with.

12.4. Secretarial assistance will be provided by Employee Relations at the request of the chairperson of the working group.

12.5. On completion of its mandate, the relevant working group will report to the JSWG which will consider the report issued and propose any action necessary to Management.

12.6. The JSWG may invite any person (internal or external) by mutual agreement to give advice or assistance to the JSWG on matters under discussion.

12.7. The JSWG may, by agreement between all Parties, agree to suspend or terminate the work of a Working Group should the members of the JSWG be of the view that the Working Group is no longer delivering on its mandate. In this event, the chairperson of the Working Group will be required to deliver a report on the work done by the Working Group to the JSWG.

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13. DISPUTE RESOLUTION

- 13.1. The Parties commit to de-escalate conflict wherever possible and agree to engage each other and attempt to resolve issues affecting the JSWG through dialogue.
- 13.2. In the event of there being any dispute or difference between the Parties arising out of this Constitution or the work of the JSWG, the Parties may refer such Dispute to the office of the Vice-Chancellor who will facilitate further engagement between the parties with a view to resolving the matter.
- 13.3. The preceding clauses are without prejudice to any of the Parties' rights to refer a dispute to the Commission for Conciliation, Mediation, and Arbitration or the Labour Court as appropriate for determination by arbitration or adjudication regardless of the nature of the dispute.
- 13.4. The Parties may, by agreement, elect to resolve any dispute through private mediation and if the matter remains unresolved, private arbitration. Should the matter proceed to private arbitration by agreement between the parties, the University will pay the costs of the arbitrator.

14. AMENDMENT OF THE CONSTITUTION OF THE JSWG

- 14.1. This Constitution may be amended by agreement between all of the Parties.
- 14.2. Proposed amendments to this Constitution may be considered at a meeting of the JSWG, provided that no amendment will be considered unless at least ten (10) working days prior notice of the proposed amendment has been given to the Chairperson and to all the parties to the JSWG.
- 14.3. No amendment to this or any other written agreements entered into between the Parties in terms of this Constitution shall have any effect or force unless reduced to writing and signed by both Parties.

14.4. In the event of an amendment being concluded to this or any other written agreement between the Parties, the Agreement concerned shall be reprinted so as to reflect these amendments and signed by both Parties.

ANNEXURE "A"

MATTERS FOR CONSULTATION WITH ORGANISED LABOUR (JOINTLY OR SEVERALLY AS REQUIRED) – JSWG

(Note: Any of these items may result in the conclusion of a collective agreement)

1. Policies and Procedures including, but not limited to,:-
 - a. Conditions of Service;
 - b. Job Grading;
 - c. Long Service recognition;
 - d. Salary reviews
 - e. Education and training, performance, and career progression;
 - f. Occupational Health and Safety;
 - g. Employment Equity
2. Restructuring the workplace, including the introduction of new technology and new work methods which may affect:-
 - a. Changes in the organisation of work;
 - b. Partial or total plant closures;
 - c. Mergers and transfers of ownership in so far as they have an impact on the employees;
 - d. The dismissal of employees for reasons based on operational requirements;
3. Exemptions from any collective agreement or any law.

MATTERS FOR NEGOTIATION - BARGAINING FORUM

1. Annual salary Increases

MATTERS FOR NEGOTIATION – ORGANISED LABOUR

1. Recognition Agreement

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PICKETING RULES

1. PARTIES TO THE DISPUTE

The parties to the dispute giving rise to the strike are-

- 1.1. The University of the Witwatersrand, Johannesburg ("Wits"); and
- 1.2. The Academic Staff Association of Wits University ("ASAWU")

2. BINDING NATURE

- 2.1. These Rules are binding on the parties to the dispute and their officers, officials, members and supporters.
- 2.2. These Rules must be interpreted in accordance with-
 - 2.2.1. sections 17, 18 and 23 of the Constitution;
 - 2.2.2. section 69 of the Labour Relations Act, 66 of 1995 ("the Act"); and
 - 2.2.3. The Code of Good Practice: Collective Bargaining, Industrial Action and Picketing ("the Code").
- 2.3. Where these Rules are silent, the relevant provisions of the Act and the Code apply.

3. PURPOSE OF THE STRIKE

- 3.1. The purpose of the strike is to carry out a peaceful demonstration in respect of the dispute referred to the CCMA under case number [GAJB_____] in terms of which a valid strike certificate has been issued ("the dispute").

4. STRIKE PRINCIPLES

- 4.1. The parties undertake to discharge their responsibilities in respect of the strike in terms of the rules contained herein.
- 4.2. Strike action may not interfere with the constitutional rights or other rights of other employees, students, clients or persons.
- 4.3. Subject to the provisions of the Act, any employee who wishes to picket, whether a member of ASAWU or not, has a right to picket with other employees.
- 4.4. Employees of WITS who are members of ASAWU may participate in the strike.

5. LOCATION OF STRIKE ACTION

Strike action is not permitted within the University's precincts. Should ASAWU wish to embark on strike action, this must be done outside of the University's precincts and subject to the relevant laws and regulations related to gatherings in public areas.

6. DURATION AND TIME OF STRIKE ACTION

- 6.1. Strike action may only commence at or after the formal commencement of the strike, ASAWU having given the requisite notice as required in law.

Handwritten signatures and initials: "stt", "P.T.", "V.K.", and a large "U.K." in the bottom right corner.

6.2. Strike action may only take place during ordinary working hours, being between 08h00 - 17h00 on Mondays to Fridays.

7. NATURE AND CONDUCT OF STRIKE ACTION

7.1. Employees taking part in strike action must at all times conduct themselves in a peaceful, unarmed and lawful manner and not interfere with the constitutional rights or other rights of other persons.

7.2. Employees taking part in strike action may for the purposes of the strike:-

- 7.2.1. carry placards;
- 7.2.2. hand out pamphlets;
- 7.2.3. chant slogans, sing and dance;
- 7.2.4. be addressed by trade union officials; and
- 7.2.5. wear trade union t-shirts, hats, caps, badges and other paraphernalia.

7.3. Employees taking part in strike action may not:-

- 7.3.1. In performing the activities contemplated in these Rules, use hate or defamatory speech or incite violence;
- 7.3.2. forcefully prevent or appear to prevent suppliers, clients, students and customers of the employer, members of the public, employees who are not on strike and replacement workers from entering or leaving the University's premises or any part of the premises of the University;
- 7.3.3. commit any unlawful action, such as intimidating, coercing, threatening or assaulting any person or causing or threatening to cause any damage to any property whether belonging to the employer or not; or
- 7.3.4. have any dangerous weapons or objects in their possession. For the purposes of these Rules, dangerous objects or weapons includes any object that could be used to injure or threaten a person or damage property. In the context of a strike there is no justifiable use for the possession or display of such an object, in particular any of the following objects-
 - 7.3.4.1. Knives, spears, pangas, bush knives or any similar object;
 - 7.3.4.2. Sticks and knobkieries, whether made of metal or wood;
 - 7.3.4.3. Whips and sjamboks;
 - 7.3.4.4. Bricks, stones or any similar object that can be thrown or propelled in a manner that can cause injury or damage to property;
 - 7.3.4.5. Any flammable or inflammable substance;
 - 7.3.4.6. Any liquid, foam or similar substance that can be sprayed or extruded to cause injury or damage to property.

8. CONTROL OF STRIKE ACTION

8.1. Union officials and managers are accountable and should be available to resolve problems may the need arise.


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- 8.2. The names and contact details of the trade union convenor/s of the strike and the employer representative/s will be provided by the parties prior to the commencement of the strike.
- 8.3. The conveners of the strike are responsible for overseeing the strike and ensuring that the strike complies with these Rules.
- 8.4. ASAWU must appoint one marshal for every ten employees taking part in the strike action to monitor and control the strike at each designated location. The full names and contact details of the marshals will be provided to the University prior to the commencement of any strike action.
- 8.5. The conveners and the marshals must-
- 8.5.1. ensure that all relevant Covid-19 safety protocols are in place and are observed by employees taking part in the strike
 - 8.5.2. at all times during the strike have a copy of these Rules in their possession;
 - 8.5.3. wear armbands and/or vests to identify themselves as conveners or marshals;
 - 8.5.4. be present from the start to the end of each day of the strike;
 - 8.5.5. ensure that all relevant health and safety rules and regulations are observed; and
 - 8.5.6. ensure that employees participating in the strike action refrain from causing any damage to property; and
 - 8.5.7. ensure that employees participating in the strike action leave the University's premises and facilities in the condition in which they found it.
- 8.6. Any change to a convener and/or marshal and/or employer representative must be communicated to the University or ASAWU within two hours of such change having been made.
- 8.7. ASAWU must ensure that its members and supporters who participate in the strike wear the identification in the form of t-shirts, hats, and/or badges with the relevant ASAWU branding.
- 8.8. ASAWU must train its conveners and marshals on the Code and the Rules and their responsibilities to ensure a lawful and peaceful strike.

9. EMPLOYER CONDUCT

- 9.1. The University or any person in authority at the workplace or acting on the University's behalf may not-
- 9.1.1. in any way hinder or obstruct the lawful and peaceful conduct of the strike;
 - 9.1.2. undermine any employee's right to lawfully and peacefully participate in the strike or discipline or threaten to discipline any employee for peacefully and lawfully doing so;
 - 9.1.3. engage in or permit conduct which is provocative or may incite conflict;
 - 9.1.4. carry a dangerous weapon of any kind while in contact with lawfully striking employees; or
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9.1.5. use hate or defamatory speech or incite violence

9.2. The University must ensure that any private security company employed by the University complies with the requirements relating to such companies under the Code.

9.3. The University must ensure reasonable access to toilet facilities and drinking water to persons participating in the strike.

10. FAILURE TO COMPLY WITH THESE RULES

10.1. Any person may refer a dispute concerning the interpretation or application of these Rules to the Commission for Conciliation, Mediation, and Arbitration for resolution through arbitration.

10.2. The parties acknowledge that, in terms of section 69 (12) (c) of the Act, the Labour Court may suspend strike action if these Rules have not been complied with.

11. DISPUTE RESOLUTION

11.1. Any dispute about the interpretation or application of these Rules or any alleged breach thereof shall be dealt with in accordance with the Act. This does not affect any other right that any person may have in terms of the Act or any other law.

11.2. It is recorded that the University, ASAWU and persons taking part in the strike are subject to the protections and provisions set out in section 67 of the Act.

12. POLICE INVOLVEMENT

12.1. These Rules do not affect the right of any person to ask the South African Police Service or any security organisation responsible for maintaining safety and security at or near the workplace to investigate or deal with any unlawful conduct or alleged unlawful conduct.

12.2. If this happens, the University and ASAWU undertake to cooperate with the police or security organisation in the performance of their duties and ASAWU undertakes to do everything possible to ensure that its members and supporters will do the same.

13. DURATION AND TERMINATION

These Rules will remain in effect until:-

13.1. the settlement of the dispute; or

13.2. the termination of the strike by the union; or

13.3. These rules are terminated or reviewed by mutual agreement between the parties, whichever may come first.

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